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17 UNITED STATES OF AMERICA

18
19 UNITED STATES DISTRICT COURT
20 FOR THE CENTRAL DISTRICT OF CALIFORNIA

21 UNITED STATES OF AMERICA,

22 No. CR 13-589(A)-CAS

23 Plaintiff,

24 v.
PLEA AGREEMENT FOR DEFENDANT
SHARILYN KAE ANDERSON

25 JOSHUA JEROME DAVIS,
aka "JayDee,"
aka "Young King,"
aka "YPN," and
SHARILYN KAE ANDERSON,

26 Defendants.

27 1. This constitutes the plea agreement between defendant
28 SHARILYN KAE ANDERSON ("defendant") and the United States Attorney's
Office for the Central District of California ("the USAO") in the
above-captioned case. This agreement is limited to the USAO and
cannot bind any other federal, state, local, or foreign prosecuting,
enforcement, administrative, or regulatory authorities.

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RULE 11(c)(1)(C) AGREEMENT

2 2. Defendant understands that this agreement is entered into
3 pursuant to Federal Rule of Criminal Procedure 11(c) (1) (C).
4 Accordingly, defendant understands that, if the Court determines that
5 it will not accept this agreement, absent a breach of this agreement
6 by defendant prior to that determination and whether or not defendant
7 elects to withdraw any guilty plea entered pursuant to this
8 agreement, this agreement will, with the exception of paragraph 24
9 below, be rendered null and void and both defendant and the USAO will
10 be relieved of their obligations under this agreement. Defendant
11 agrees, however, that if defendant breaches this agreement prior to
12 the Court's determination whether or not to accept this agreement,
13 the breach provisions of this agreement, paragraphs 26 and 27 below,
14 will control, with the result that defendant will not be able to
15 withdraw any guilty plea entered pursuant to this agreement, the USAO
16 will be relieved of all of its obligations under this agreement, and
17 the Court's failure to follow any recommendation or request regarding
18 sentence set forth in this agreement will not provide a basis for
19 defendant to withdraw defendant's guilty plea.

DEFENDANT'S OBLIGATIONS

3. Defendant agrees to:

22 a. At the earliest opportunity requested by the USAO and
23 provided by the Court, appear and plead guilty to Count One of the
24 First Superseding Indictment in United States v. Davis, et al., CR
25 13-589 (A) -CAS, which charges defendant with Conspiracy to Engage in
26 Sex Trafficking, in violation of 18 U.S.C. § 1594(c).

b. Not contest facts agreed to in this agreement.

1 c. Abide by all agreements regarding sentencing contained
2 in this agreement.

3 d. Appear for all court appearances, surrender as ordered
4 for service of sentence, obey all conditions of any bond, and obey
5 any other ongoing court order in this matter.

6 e. Not commit any crime; however, offenses that would be
7 excluded for sentencing purposes under United States Sentencing
8 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
9 within the scope of this agreement.

10 f. Be truthful at all times with Pretrial Services, the
11 United States Probation Office, and the Court.

12 g. Pay the applicable special assessment at or before the
13 time of sentencing unless defendant lacks the ability to pay and
14 prior to sentencing submits a completed financial statement on a form
15 to be provided by the USAO.

16 h. Not seek the discharge of any restitution obligation,
17 in whole or in part, in any present or future bankruptcy proceeding.

18 i. At the time of sentencing, not seek a sentence of less
19 than 51 months' imprisonment.

20 j. Agree to and not oppose the imposition of the
21 following conditions of probation or supervised release:

22 i. Defendant shall register as a sex offender, and
23 keep the registration current, in each jurisdiction where she
24 resides, where she is an employee, and where she is a student, to the
25 extent the registration procedures have been established in each
26 jurisdiction. When registering for the first time, defendant shall
27 also register in the jurisdiction in which the conviction occurred if
28 different from her jurisdiction of residence. Defendant shall

1 provide proof of registration to the Probation Officer within three
2 days of release from imprisonment.

3 ii. Defendant shall participate in a psychological
4 counseling and/or psychiatric treatment and/or a sex offender
5 treatment program, which may include inpatient treatment, as approved
6 and directed by the Probation Officer. Defendant shall abide by all
7 rules, requirements, and conditions of such program, including
8 submission to risk assessment evaluations and physiological testing,
9 such as polygraph and Abel testing. The Probation Officer shall
10 disclose the presentence report and/or any previous mental health
11 evaluations or reports to the treatment provider. As directed by the
12 Probation Officer, defendant shall pay all or part of the costs of
13 treating the defendant's psychological/psychiatric disorder(s) to the
14 aftercare contractor during the period of community supervision,
15 pursuant to 18 U.S.C. § 3672. Defendant shall provide payment and
16 proof of payment, as directed by the Probation Officer.

17 iii. Defendant shall not contact the victims by any
18 means, including in person, by telephone, by mail or electronic
19 means, or via third parties. Further, defendant shall remain at
20 least 100 yards from the victims at all times. If any contact
21 occurs, defendant shall immediately leave the area of contact, and
22 report the contact to the Probation Officer.

23 THE USAO'S OBLIGATIONS

24 4. The USAO agrees to:

25 a. Not contest facts agreed to in this agreement.

26 b. Abide by all agreements regarding sentencing contained
27 in this agreement.

1 c. At the time of sentencing, move to dismiss the
2 underlying indictment and Counts Two and Six of the First Superseding
3 Indictment as against defendant. Defendant agrees, however, that at
4 the time of sentencing the Court may consider any dismissed charges
5 in determining the applicable Sentencing Guidelines range, the
6 propriety and extent of any departure from that range, and the
7 sentence to be imposed.

8 d. At the time of sentencing, not seek a sentence of more
9 than 60 months' imprisonment.

NATURE OF THE OFFENSE

11 5. Defendant understands that for defendant to be guilty of
12 the crime charged in Count One of the First Superseding Indictment,
13 that is, Conspiracy to Engage in Sex Trafficking, in violation of 18
14 U.S.C. § 1594(c), the following must be true: First, beginning on an
15 unknown date, and continuing to on or about August 8, 2013, there was
16 an agreement between two or more persons to commit sex trafficking of
17 a minor victim, in violation of 18 U.S.C. §§ 1591(a)(1), (a)(2), and
18 of an adult victim by force, threats of force, fraud, coercion or any
19 combination of such means, in violation of 18 U.S.C. §§ 1591(a)(1),
20 (a)(2); and, second, defendant became a member of the conspiracy
21 knowing of its object and intending to help accomplish it.

22 6. Defendant understands that the elements of sex trafficking
23 of a minor, in violation of 18 U.S.C. §§ 1591(a)(1), (a)(2), are:
24 (1) defendant knowingly recruited, enticed, harbored, transported,
25 provided, obtained, or maintained a person, or benefitted financially
26 or by receiving anything of value, from participating in a venture
27 which has engaged in an act described above; (2) defendant did so
28 knowing or in reckless disregard of the fact that the person was

1 under the age of 18; (3) defendant did so knowing that the person
2 would be caused to engage in a commercial sex act; and
3 (4) defendant's actions were in and affecting interstate/foreign
4 commerce.

5 7. Defendant understands that the elements of sex trafficking
6 by force, threats of force, fraud, coercion or any combination of
7 such means, in violation of 18 U.S.C. §§ 1591(a)(1), (a)(2), are:
8 (1) defendant knowingly recruited, enticed, harbored, transported,
9 provided, obtained, or maintained a person, or benefitted financially
10 or by receiving anything of value, from participating in a venture
11 which has engaged in an act described above; (2) defendant did so
12 knowing or in reckless disregard of the fact that force, threats of
13 force, fraud, coercion or any combination of such means would be used
14 to cause that person to engage in a commercial sex act; and
15 (3) defendant's actions were in and affecting interstate/foreign
16 commerce.

PENALTIES AND RESTITUTION

18 8. Defendant understands that the statutory maximum sentence
19 that the Court can impose for a violation of 18 U.S.C. § 1594(c) is:
20 life imprisonment; a five-year period of supervised release; a fine
21 of \$250,000, or twice the gross gain or gross loss resulting from the
22 offense, whichever is greatest; and a mandatory special assessment of
23 \$100.

24 9. Defendant understands that supervised release is a period
25 of time following imprisonment during which defendant will be subject
26 to various restrictions and requirements. Defendant understands that
27 if defendant violates one or more of the conditions of any supervised
28 release imposed, defendant may be returned to prison for all or part

1 of the term of supervised release authorized by statute for the
2 offense that resulted in the term of supervised release.

3 10. Defendant understands that as a condition of supervised
4 release, under 18 U.S.C. § 3583(d), defendant will be required to
5 register as a sex offender. Defendant understands that independent
6 of supervised release, she will be subject to federal and state
7 registration requirements, for a possible maximum term of
8 registration up to and including life. Defendant further understands
9 that, under 18 U.S.C. § 4042(c), notice will be provided to certain
10 law enforcement agencies upon her release from confinement following
11 conviction.

12 11. Defendant understands and agrees that pursuant to 18 U.S.C.
13 § 1593, defendant will be required to pay full restitution to the
14 victims of the offense to which defendant is pleading guilty.
15 Defendant agrees that, in return for the USAO's compliance with its
16 obligations under this agreement, the Court may order restitution to
17 persons other than the victims of the offenses to which defendant is
18 pleading guilty and in amounts greater than those alleged in the
19 count to which defendant is pleading guilty. In particular,
20 defendant agrees that the Court may order restitution to any victim
21 of any of the following for any losses suffered by that victim as a
22 result: (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in
23 connection with the offenses to which defendant is pleading guilty;
24 and (b) any count dismissed pursuant to this agreement as well as all
25 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
26 that count, but recognize and agree that this amount could change
27 based on facts that come to the attention of the parties prior to
28 sentencing.

1 12. Defendant understands that, by pleading guilty, defendant
2 may be giving up valuable government benefits and valuable civic
3 rights, such as the right to vote, the right to possess a firearm,
4 the right to hold office, and the right to serve on a jury.
5 Defendant understands that once the court accepts defendant's guilty
6 plea, it will be a federal felony for defendant to possess a firearm
7 or ammunition. Defendant understands that the conviction in this
8 case may also subject defendant to various other collateral
9 consequences, including but not limited to revocation of probation,
10 parole, or supervised release in another case and suspension or
11 revocation of a professional license. Defendant understands that
12 unanticipated collateral consequences will not serve as grounds to
13 withdraw defendant's guilty plea.

14 13. Defendant understands that, if defendant is not a United
15 States citizen, the felony conviction in this case may subject
16 defendant to: removal, also known as deportation, which may, under
17 some circumstances, be mandatory; denial of citizenship; and denial
18 of admission to the United States in the future. The court cannot,
19 and defendant's attorney also may not be able to, advise defendant
20 fully regarding the immigration consequences of the felony conviction
21 in this case. Defendant understands that unexpected immigration
22 consequences will not serve as grounds to withdraw defendant's guilty
23 plea.

FACTUAL BASIS

25 14. Defendant admits that defendant is, in fact, guilty of the
26 offense to which defendant is agreeing to plead guilty. Defendant
27 and the USAO agree to the statement of facts provided below and agree
28 that this statement of facts is sufficient to support a plea of

1 guilty to the charge described in this agreement and to establish the
2 Sentencing Guidelines factors set forth in paragraph 16 below but is
3 not meant to be a complete recitation of all facts relevant to the
4 underlying criminal conduct or all facts known to either party that
5 relate to that conduct.

6 Beginning in or about November 2011 and continuing through on or
7 about August 8, 2013, in Los Angeles County and elsewhere, defendant
8 knowingly conspired with her son, co-defendant Joshua Jerome Davis
9 ("DAVIS"), to recruit, entice, harbor, transport, and maintain women
10 and girls, including Victim 1 and Victim 2 ("the victims"), to work
11 as prostitutes for DAVIS. Defendant and DAVIS would reserve hotel
12 rooms and drive the victims to and from those hotels so the victims
13 could meet with their clients and perform commercial sex
14 acts. DAVIS would give some of the money the victims earned from
15 those commercial sex acts to Defendant in exchange for defendant's
16 assistance. For example, on or about August 2, 2012, while DAVIS
17 transported Victim 1, who DAVIS knew was a minor, to Las Vegas for
18 the purpose of having Victim 1 engage in commercial sex acts there,
19 defendant reserved a hotel room in Orange County for Victim 2 to use
20 for commercial sex acts. On or about July 28, 2013, defendant also
21 picked up Victim 1 from a hotel in Orange County, knowing Victim 1
22 was a minor and that Victim 1 had gone there to engage in commercial
23 sex acts.

24 Defendant knew that Victim 1 was a minor since at least the end
25 of 2012. DAVIS told defendant that Victim 1 was a minor soon after
26 Victim 1 was arrested for prostitution, among other crimes, in Las
27 Vegas in August 2012. Despite knowing Victim 1 was a minor, DAVIS
28 continued to have her engage in prostitution with defendant's
assistance.

1 For example, in April 2013, DAVIS drove Victim 1 to the Aloft Hotel
2 in Rancho Cucamonga to engage in commercial sex acts. Once there,
3 Victim 1 was arrested based on an outstanding warrant. Defendant and
4 DAVIS sent various text messages to each other in an attempt to
5 locate Victim 1. Specifically, defendant sent a message to DAVIS
6 asking DAVIS whether Victim 1 had said anything to anyone about being
7 a minor. Defendant also sent a text message to DAVIS agreeing to
8 contact the Aloft Hotel and pretend to be Victim 1's aunt in order to
9 assist DAVIS in finding Victim 1.

10 In addition to reserving hotel rooms and driving the victims to
11 and from hotels to perform commercial sex acts, defendant and DAVIS
12 threatened Victim 2 into continuing to perform commercial sex acts.
13 DAVIS never physically assaulted Victim 2, but he threatened to
14 come after Victim 2 if she left him or told on him, saying things
15 like, "You know what happens to people who snitch" and "You know
16 what my family would do if you tell on me," or words to that
17 effect. On one occasion, Defendant threatened Victim 2 by telling
18 Victim 2 that she had Victim 2's "addresses" and by telling Victim
19 2 that if something happens to DAVIS something would happen to
20 Victim 2.

21

22 SENTENCING FACTORS AND AGREED-UPON SENTENCE

23 15. Defendant understands that in determining defendant's
24 sentence the Court is required to calculate the applicable Sentencing
25 Guidelines range and to consider that range, possible departures
26 under the Sentencing Guidelines, and the other sentencing factors set
27 forth in 18 U.S.C. § 3553(a). Defendant understands that the
28 Sentencing Guidelines are advisory only.

16. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	24	[U.S.S.G. § 2G1.3(a)(4)]
Unduly Influenced Minor:	+2	[U.S.S.G. § 2G1.3(b)(2)]
Use of a Computer:	+2	[U.S.S.G. § 2G1.3(b)(3)]
Commercial Sex Act:	+2	[U.S.S.G. § 2G1.3(b)(4)]
Acceptance of Responsibility:	-3	[U.S.S.G. § 3E1.1(b)]
Total Offense Level:	27	

17. The parties agree not to argue that any other specific offense characteristics, adjustments, or departures be imposed.

18. Defendant and the USAO agree that, taking into account the factors listed in 18 U.S.C. § 3553(a)(1)-(7) and the relevant sentencing guideline factors set forth above, an appropriate disposition of this case is that the court impose a sentence of: no less than 51 months' imprisonment and no greater than 60 months' imprisonment; a five-year period of supervised release with conditions to be fixed by the Court which shall include the conditions set forth in paragraph (3)(j) above; \$100 special assessment; and any applicable restitution. The parties agree that restitution is to be paid pursuant to a schedule to be fixed by the Court. The parties also agree that no prior imprisonment (other than credits that the Bureau of Prisons may allow under 18 U.S.C. § 3585(b)) may be credited against this stipulated sentence, including credit under Sentencing Guideline § 5G1.3.

WAIVER OF CONSTITUTIONAL RIGHTS

19. Defendant understands that by pleading guilty, defendant gives up the following rights:

a. The right to persist in a plea of not guilty.

b. The right to a speedy and public trial by jury.

c. The right to be represented by counsel - and if necessary have the court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel - and if necessary have the court appoint counsel - at every other stage of the proceeding.

d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e. The right to confront and cross-examine witnesses against defendant.

f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

WAIVER OF RETURN OF DIGITAL DATA

20. Understanding that the government has in its possession digital devices and/or digital media seized from defendant, defendant waives any right to the return of digital data contained on those digital devices and/or digital media and agrees that if any of these digital devices and/or digital media are returned to defendant, the government may delete all digital data from those digital devices and/or digital media before they are returned to defendant.

WAIVER OF APPEAL OF CONVICTION

2 21. Defendant understands that, with the exception of an appeal
3 based on a claim that defendant's guilty plea was involuntary, by
4 pleading guilty defendant is waiving and giving up any right to
5 appeal defendant's conviction on the offense to which defendant is
6 pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

8 22. Defendant agrees that, provided the Court imposes the
9 sentence specified in paragraph 18 above, defendant gives up the
10 right to appeal any portion of that sentence.

11 23. The USAO agrees that, provided the Court imposes the
12 sentence specified in paragraph 18 above, the USAO gives up its right
13 to appeal any portion of that sentence.

RESULT OF WITHDRAWAL OF GUILTY PLEA

15 24. Defendant agrees that if, after entering a guilty plea
16 pursuant to this agreement, defendant seeks to withdraw and succeeds
17 in withdrawing defendant's guilty plea on any basis other than a
18 claim and finding that entry into this plea agreement was
19 involuntary, then (a) the USAO will be relieved of all of its
20 obligations under this agreement; and (b) should the USAO choose to
21 pursue any charge that was either dismissed or not filed as a result
22 of this agreement, then (i) any applicable statute of limitations
23 will be tolled between the date of defendant's signing of this
24 agreement and the filing commencing any such action; and
25 (ii) defendant waives and gives up all defenses based on the statute
26 of limitations, any claim of pre-indictment delay, or any speedy
27 trial claim with respect to any such action, except to the extent

1 that such defenses existed as of the date of defendant's signing this
2 agreement.

EFFECTIVE DATE OF AGREEMENT

4 25. This agreement is effective upon signature and execution of
5 all required certifications by defendant, defendant's counsel, and an
6 Assistant United States Attorney.

BREACH OF AGREEMENT

8 26. Defendant agrees that if defendant, at any time after the
9 signature of this agreement and execution of all required
10 certifications by defendant, defendant's counsel, and an Assistant
11 United States Attorney, knowingly violates or fails to perform any of
12 defendant's obligations under this agreement ("a breach"), the USAO
13 may declare this agreement breached. All of defendant's obligations
14 are material, a single breach of this agreement is sufficient for the
15 USAO to declare a breach, and defendant shall not be deemed to have
16 cured a breach without the express agreement of the USAO in writing.
17 If the USAO declares this agreement breached, and the Court finds
18 such a breach to have occurred, then: (a) if defendant has previously
19 entered a guilty plea pursuant to this agreement, defendant will not
20 be able to withdraw the guilty plea, (b) the USAO will be relieved of
21 all its obligations under this agreement, and (c) the Court's failure
22 to follow any recommendation or request regarding sentence set forth
23 in this agreement will not provide a basis for defendant to withdraw
24 defendant's guilty plea.

25 27. Following the Court's finding of a knowing breach of this
26 agreement by defendant, should the USAO choose to pursue any charge
27 that was either dismissed or not filed as a result of this agreement,
28 then:

1 a. Defendant agrees that any applicable statute of
2 limitations is tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on
5 the statute of limitations, any claim of pre-indictment delay, or any
6 speedy trial claim with respect to any such action, except to the
7 extent that such defenses existed as of the date of defendant's
8 signing this agreement.

9 c. Defendant agrees that: (i) any statements made by
10 defendant, under oath, at the guilty plea hearing (if such a hearing
11 occurred prior to the breach); (ii) the agreed to factual basis
12 statement in this agreement; and (iii) any evidence derived from such
13 statements, shall be admissible against defendant in any such action
14 against defendant, and defendant waives and gives up any claim under
15 the United States Constitution, any statute, Rule 410 of the Federal
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
17 Procedure, or any other federal rule, that the statements or any
18 evidence derived from the statements should be suppressed or are
19 inadmissible.

20 COURT AND PROBATION OFFICE NOT PARTIES

21 28. Defendant understands that the Court and the United States
22 Probation Office are not parties to this agreement and need not
23 accept any of the USAO's sentencing recommendations or the parties'
24 agreements to facts, sentencing factors, or sentencing. Defendant
25 understands that the Court will determine the facts, sentencing
26 factors, and other considerations relevant to sentencing and will
27 decide for itself whether to accept and agree to be bound by this
28 agreement.

1 29. Defendant understands that both defendant and the USAO are
2 free to: (a) supplement the facts by supplying relevant information
3 to the United States Probation Office and the Court, (b) correct any
4 and all factual misstatements relating to the Court's Sentencing
5 Guidelines calculations and determination of sentence, and (c) argue
6 on appeal and collateral review that the Court's Sentencing
7 Guidelines calculations and the sentence it chooses to impose are not
8 error, although each party agrees to maintain its view that the
9 calculations and sentence referenced in paragraphs 16 and 18 are
10 consistent with the facts of this case. While this paragraph permits
11 both the USAO and defendant to submit full and complete factual
12 information to the United States Probation Office and the Court, even
13 if that factual information may be viewed as inconsistent with the
14 facts agreed to in this agreement, this paragraph does not affect
15 defendant's and the USAO's obligations not to contest the facts
16 agreed to in this agreement.

NO ADDITIONAL AGREEMENTS

18 Defendant understands that, except as set forth herein, there
19 are no promises, understandings, or agreements between the USAO and
20 defendant or defendant's attorney, and that no additional promise,
21 understanding, or agreement may be entered into unless in a writing
22 signed by all parties or on the record in court.

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1 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

2 30. The parties agree that this agreement will be considered
3 part of the record of defendant's guilty plea hearing as if the
4 entire agreement had been read into the record of the proceeding.

5 AGREED AND ACCEPTED

6 UNITED STATES ATTORNEY'S OFFICE
7 FOR THE CENTRAL DISTRICT OF
8 CALIFORNIA

9 STEPHANIE YONEKURA
10 Acting United States Attorney

11 Monica M. Ramírez
12 Douglas M. Miller
13 Assistant United States Attorneys

14 Sharilyn Kae Anderson

15 SHARILYN KAE ANDERSON
16 Defendant

17 Georgina Wakefield
18 Jill Ginstling
19 Attorneys for Defendant
20 Sharilyn Kae Anderson

2/12/15

10 Date

2-11-15

13 Date

2/11/15

15 Date

1 CERTIFICATION OF DEFENDANT

2 I have read this agreement in its entirety. I have had enough
3 time to review and consider this agreement, and I have carefully and
4 thoroughly discussed every part of it with my attorney. I understand
5 the terms of this agreement, and I voluntarily agree to those terms.
6 I have discussed the evidence with my attorney, and my attorney has
7 advised me of my rights, of possible pretrial motions that might be
8 filed, of possible defenses that might be asserted either prior to or
9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
10 of relevant Sentencing Guidelines provisions, and of the consequences
11 of entering into this agreement. No promises, inducements, or
12 representations of any kind have been made to me other than those
13 contained in this agreement. No one has threatened or forced me in
14 any way to enter into this agreement. I am satisfied with the
15 representation of my attorney in this matter, and I am pleading
16 guilty because I am guilty of the charges and wish to take advantage
17 of the promises set forth in this agreement, and not for any other
18 reason.

19 Sharlyn Anderson

20 SHARILYN KAE ANDERSON
Defendant

2-11-15

21 Date

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1 CERTIFICATION OF DEFENDANT'S ATTORNEY

2 I am defendant Sharilyn Kae Anderson's attorney. I have
3 carefully and thoroughly discussed every part of this agreement with
4 my client. Further, I have fully advised my client of her rights, of
5 possible pretrial motions that might be filed, of possible defenses
6 that might be asserted either prior to or at trial, of the sentencing
7 factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing
8 Guidelines provisions, and of the consequences of entering into this
9 agreement. To my knowledge: no promises, inducements, or
10 representations of any kind have been made to my client other than
11 those contained in this agreement; no one has threatened or forced my
12 client in any way to enter into this agreement; my client's decision
13 to enter into this agreement is an informed and voluntary one; and
14 the factual basis set forth in this agreement is sufficient to
15 support my client's entry of a guilty plea pursuant to this
16 agreement.

17 
18 GEORGINA WAKEFIELD
JILL GINSTLING
19 Attorneys for Defendant
Sharilyn Kae Anderson

20 Date
21 _____
22 2/10/15
23 _____
24
25
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27
28